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Rs. 500

e-Stamp

Certificate No.	:	IN-KA486391804894265
Certificate Issued Date	:	29-May-2020 02:35 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ RAJAJINAGAR6/ KA-BN
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08041662363872335
Purchased by	:	SOCIUS ENGG TECH PVT LTD
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER YELAHANKA DIVISION BBMP
Second Party	:	SOCIUS ENGG TECH PVT LTD
Stamp Duty Paid By	:	SOCIUS ENGG TECH PVT LTD
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

For The Pavagada Souhardha Multipurpose Co-operative Ltd. (R)

Authorised Signatories

RS. 500

CONTRACT FOR CONSULTING SERVICES

AGREEMENT No:BBMP/EE/YNK.D/PMC/WO/25/2019-20, Dt:

A/C : 25
29/5/2020

This Contract is entered into on 29th MAY 2020 Between **The Executive Engineer - Yelahanka Division, BBMP, Bangalore – 560 064.**

And

Sri.Pradeep S Giniwaled (Socius Engg Tech Pvt Ltd) No.363 19th Main road, 1st block Rajajinagara Bangalore-560010.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

Consultant

SOCIUS ENGG. TECH PVT LTD BENGALURU-10

Executive Engineer
Yelahanka Division

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WHEREAS, the Consultant is willing to perform these services, "Consultancy services for Supervision, Project Management and Quality Control for the work of Improvements to roads, drains and other developmental works in Singanayakanahalli grama panchaythi limits under SWM head in Chief Minister Nava Nagarothan grants of Yelahanka division. **(Package -10)"**

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.

(iii The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. Term:

The Consultant shall perform the Services during the period commencing and continuing through the completion of the construction work or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

A. Ceiling

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs.6,00,000/- (Rupees Six Lakhs Only).** This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

The Consultant has submitted Security deposit amount received of **Rs. 40,000/-** in the form of TDR Vide No:853492, **Dated: 29-5-2020** From Vijaya Bank, Subramanyanagara Branch, Security deposit recovered from the Consultant shall be released only after approval of PMC .without interest thereon as per tender document

B. Schedule of Payments

The Schedule of payments shall be as under:

(i) 10% of Contract Price: On entering into Agreement.

(ii) 90% of Contract Price: Physical Progress at Site, On Submission of Completion Report and As-built Drawings.

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

C. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

SOCIUS ENGG. TECH PVT. LTD. BENGALURU-10

Consultant

Executive Engineer
Yelahanka Division

4. **NOW THEREFORE** the Parties i.e., the Client and the Consultant hereby agree as follows.

The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.

a. The General Conditions of Contract (hereinafter called the "GC") as stated in the RFP Document.

b. The Special Conditions of Contract (hereinafter called the "SC") as stated in the RFP Document.

c. The Following Appendices.

Appendix A: **Description of Services**

As stated in the RFP Document.

Appendix B: **Reporting Requirements**

The Consultant shall submit the following Reports in course of the Assignment and shall constitute the Basis for the Payment.

Sl. No.	Description	Submission in Time from the Commencement of Services	No.of Copies
1.	Inception Report covering Approach and Methodology	20th day from the Start Date	3
2.	Monthly Progress Report	5th day of the every month	3
3.	Completion Report and Maintenance Manual	30 days after Completion of the Works (Provisional Acceptance)	3
4.	As Built Drawings furnished by the Contractor	45 days after Completion of the Works (Provisional Acceptance)	6

The Consultant shall submit Soft Copy of the Reports as indicated above.

Appendix C: **Key Personnel and Sub Consultant**

As stated in the RFP Document.

Appendix D: **Services and Facilities provided by the Client**

As stated in the RFP Document.

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5. The Mutual Rights and Obligations of the Client and the Consultant shall be as set forth in the Contract, in particular

   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and

   b. The Client shall make Payments to the Consultants in accordance with the following Schedule of Payment.

      i. 5% of Contract Price: On entering into Agreement and against Submission of Bank Guarantee of equivalent amount.
      ii. 20% of Contract Price: On achieving 20% of Physical Progress at Site.
      iii. 20% of Contract Price: On achieving 40% of Physical Progress at Site.
      iv. 20% of Contract Price: On achieving 60% of Physical Progress at Site.
      v. 20% of Contract Price: On achieving 80% of Physical Progress at Site.
      vi. 10% of Contract Price: On Submission of Completion Report, Maintenance Manual and As Built Drawings.
      vii. 5% of Contract Price: At the end of Defect Liability Period.

6. **Payment Conditions**
   The Payment shall be made in Indian Rupees, within 60 days of Receipt of the Invoice submitted by the Consultant.

7. **Time Schedule**
   The Contract Period for the Consultancy Services shall be till the completion of the main work and it will be effective from the Date the Contract is signed by both the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For the Client

Signed by:

Name and Designation

Witnesses

1. Signature

Consultant

SOCIUS ENGG. TECH PVT. LTD. BENGALURU-10

For the Consultant

Signed by: Pradeep. S. Giniwalad
Managing Director.

Name and Designation

2. Signature

Executive Engineer
(Yelahanka Division BBMP)